

## 2025 EPIC AUSTRALIA PASS PRODUCTS TERMS AND CONDITIONS

Last Updated: 14 August 2024

### 1. Overview

The Epic Australia Pass, the Epic Australia Adaptive Pass, and the Epic Australia 4-Day Pass are supplied by Perisher Blue Pty Limited, ABN 82 061 232 488 (as trustee for the Snow Trust, ABN 29 420 214 758) for use at the Perisher, Mt Hotham and Falls Creek resorts in Australia and certain other ski areas owned and operated by Vail Resorts, Inc., its wholly owned related entities and affiliates, and partner resort operators, on the terms set out in these Terms and Conditions.

In these Terms and Conditions:

- "Pass" means the Epic Australia Pass, the Epic Australia Adaptive Pass, and the Epic Australia 4-Day Pass, including any add on benefits, eg the Skitube Add-On, as applicable,
- "Pass Holder" means the person to whom a Pass is issued,
- "you" and "your" mean, as relevant to the context, the Pass Holder (where the Pass Holder has purchased their own Pass) and/or the purchaser of the Pass (where the Pass has been purchased on their behalf by another person, eg a parent or guardian), and
- "we", "us", "our" and "Vail Resorts" mean Vail Resorts, Inc, its wholly owned related entities and affiliates, including Perisher Blue Pty Limited, Mount Hotham Skiing Company Pty Ltd and Falls Creek Ski Lifts Pty Ltd.

The definition of other terms appearing in title case in these Terms and Conditions is defined in the "Definitions" section at clause 13 of these Terms and Conditions.

### 2. Important Information and Risk Warning

**RISK WARNING**

**You acknowledge that recreational activities are dangerous and personal injury and sometimes death can occur, and you engage in any recreational activity at your own risk.**

**REFUNDS AND CANCELLATIONS**

**The Epic Australia Pass, the Epic Australia Adaptive Pass and the Epic Australia 4-Day Pass are non-cancellable, non-refundable products, except as provided under the Australian Consumer Law and in our Terms and Conditions (including under the Epic Coverage - Australia Terms). Use of a Pass or payment for a Pass cannot be transferred or deferred to a future season.**

**USE OF YOUR PASS**

**Your Pass, and any goods or services purchased under the Pass, are for your use only, and your Pass cannot be transferred to or used by any other person.**

### 3. Epic Coverage

The EPIC Coverage - Australia Terms form part of these Terms and Conditions, as set out below.

### 4. Special Conditions

We reserve the right to apply the following special conditions to the 2025 Australian season and/or the 2025-2026 Northern Hemisphere season:

- a. Subject to these Terms and Conditions, including the Registration Requirements and the Fair Use Policy set out below, the Pass provides the Pass Holder with access to the Perisher, Falls Creek and Mt Hotham Resorts for the 2025 Australian season and, in respect of the Epic Australia Pass and the Epic Australia Adaptive Pass only, to the other ski areas specified on the Epic Australia Pass website in the 2025-2026 Northern Hemisphere season (subject to the holiday restrictions and specified day limits on the Epic Australia Pass website).

The Resorts may implement a range of measures and actions to respond to pandemic conditions, including requiring guests to wear face coverings and observe social distancing and other pandemic-related guidelines. These measures may include implementing a reservation system or closing some or all of the Resorts for part or all of the season. Our pandemic measures will change from time to time, and we require all Pass Holders and guests, as a condition of access and/or use of our Resorts, to regularly check our Resort websites and other communications to stay abreast of current measures and requirements at our Resorts.

- b. It is a condition of use of the Pass that the Pass Holder follow all directions and requirements in place from time to time to maintain health and safety at our Resorts, including without limitation:
  - i. Providing, upon request, a pandemic health declaration,
  - ii. Wearing a face covering,
  - iii. Observing social distancing requirements, and
  - iv. Permitting us to provide personal and/or health information to public health authorities where we are required by law to do so, or where the authority has a legal right to request such information to assist with contact tracing (please refer to our Privacy Policy available on the Epic Australia Pass website).

Failure to follow such directions and requirements may result in forfeiture of your Pass and/or its benefits and being required to leave the Resorts.

You acknowledge and agree that it is your responsibility to follow and observe all directions and requirements in place from time to time to maintain health and safety at our Resorts, including observing social distancing requirements, and that we are not liable for your, or any other guest's, failure to do so.

- c. You acknowledge and agree that, despite measures and actions taken to maintain health and safety at our Resorts, we are unable to prevent or avoid all risks relating to pandemic conditions and you accept personal responsibility and liability for all risks relating to pandemics while at the Resorts.
- d. **Access under your Pass and Registration Requirements.** The Resorts may reasonably need to or be required to operate to specific capacity constraints from time to time due to pandemic conditions, health and safety considerations, or regulatory requirements, which may require inventory controlled, reserved access for part or all of a season. Where the Pass Holder has elected to purchase the Skitube Add-On, any requirements for inventory controlled, reserved access will extend to Skitube travel between Bullocks Flat and Perisher Valley. During any periods in which a reservation system is in place, subject to the Fair Use Policy, the Pass will entitle the Pass Holder to reserve lift access and, where applicable, Skitube access for the Pass Holder's personal use, subject to available inventory. If a reservation system is in place: (i) the Pass Holder's reserved access is non-transferable and intended for use by the Pass Holder only; (ii) we cannot guarantee that a Pass Holder will have access to any or all reservations that they seek; and (iii) the Pass Holder must register (in advance) for each individual day that they plan to use the Pass, and lift access and/or Skitube access will not be provided without advance registration.
- e. **Fair Use Policy.** Given that the Resorts may be operating to specific capacity constraints and on the basis of inventory controlled lift and Skitube access, to ensure that all Pass Holders and other guests have fair and equitable lift access, a 'fair use' policy applies to registration and Pass Holders must not register for an excessive, irrational or unreasonable number of days, or for any day(s) on which they do not, at the time of registration, have a genuine intention to ski or snowboard. We reserve the right to cancel registrations by a Pass Holder and/or suspend or cancel a Pass Holder's Pass if we consider, acting reasonably, that the Pass Holder has not abided by this Fair Use Policy.
- f. We reserve the right to change Pass offerings and benefits if we determine it necessary to do so to provide a safe and healthy environment for our guests and employees at our Resorts.
- g. **Variation.** We retain the right, acting reasonably, to vary these Terms and Conditions from time to time, on reasonable notice to you via email, including in response to pandemic conditions, health and safety considerations, or regulatory requirements, in order to help maintain health and safety in our Resorts, or ensure regulatory compliance. Any variations become effective on posting of the changes on the Epic Australia Pass website and we encourage users to access and review this document regularly to keep abreast of such changes. In these circumstances, you may be entitled to a refund under the EPIC Coverage - Australia Terms
- h. **Maximum Refund.** In no event shall any refund under these Terms and Conditions exceed the Purchase Price of your Pass.

- i. **Single Refund Eligibility.** In the event you submit multiple timely and valid requests for refunds under EPIC Coverage - Australia Terms, we will process the request that provides the highest available refund amount under these Terms and Conditions and, subject to clause 5 "No Exclusion or Limitation of Statutory Consumer Rights", all other requests will be rejected and null and void.

## 5. No Exclusion or Limitation of Statutory Consumer Rights

- a. **The Australian Consumer Law provides consumers with a number of rights and remedies that cannot be excluded, restricted or modified by these Terms and Conditions. Under the Australian Consumer Law, consumer guarantees provide consumers with a basic, guaranteed level of protection for services that they acquire from us, including: (i) a guarantee as to due care and skill (ii) a guarantee as to fitness for a particular purpose; and (iii) a guarantee as to reasonable time for supply. Where you are acquiring our services as a consumer, you are entitled to the benefit of these guarantees. If we fail to live up to any of these consumer guarantees for a relevant service we provide, you may be entitled to a remedy under the Australian Consumer Law. If the breach of the consumer guarantees cannot be remedied or amounts to a major failure, you are entitled to a refund or other remedies under the Australian Consumer Law. You may also be entitled to compensation for reasonably foreseeable losses caused by the failure.**
- b. **Nothing in these Terms and Conditions, and in particular provisions relating to refunds, cancellations, warranties, exclusions and limitations of liability, operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other applicable statute, the exclusion, restriction or modification of which would either contravene that statute or would cause any term of these terms and conditions to be void.**

## 6. Use of Websites

Subject to clause 5 "No Exclusion or Limitation of Statutory Consumer Rights" and except as otherwise expressly set out in the Terms and Conditions:

- a. The Websites including all pages and contents and all goods and services provided or booked via the Websites are provided on an "as is" basis.
- b. To the fullest extent permitted by law, all statutory or implied conditions or warranties of any kind are expressly disclaimed.
- c. We will use reasonable endeavours to process electronic payment and refund transactions involving debit and credit cards through the Websites in a timely, accurate and secure manner. However we and our directors, employees and other Vail Resorts Parties otherwise make no warranties or representations regarding the time required to initiate or complete the processing of any transaction, and do not warrant or represent that your access to and use of the Websites including but not limited to the payment facility will be continuous, uninterrupted, error free or secure, that any defects will be corrected or that the Websites, their servers and any network connections are free of computer viruses and other harmful data, code, components or other material.
- d. Without limitation we and our directors, employees and other Vail Resorts Parties are not liable to you for any loss or liability of any kind caused by any delay or failure to provide information or perform operations (including but not limited to electronic payment or refund processing) requested by you or to do so correctly, including but not limited to as a result of or in connection with:
  - i. any delay or failure in any transmission or communication facilities,
  - ii. any delay, failure or malfunction of the Websites including but not limited to the payment facility,
  - iii. any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers,
  - iv. delay, failure or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones or other handheld devices, or any related equipment or facilities,
  - v. computer viruses or other harmful data, code, components or other material, and
  - vi. any other event beyond the reasonable control of us, or our directors, employees and other Vail Resorts Parties.
- e. We and our directors, employees and other Vail Resorts Parties do not warrant or represent that we or they will be able to prevent any illegal, harmful or inappropriate access, use, modification or alteration of the

Websites including but not limited to the payment facility, or that we or they will give notice of such access, use, modification or alteration.

- f. We and our directors, employees and other Vail Resorts Parties do not warrant or represent the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Websites including but not limited to the payment facility. The use of the Websites and any services including but not limited to the payment facility is at your own risk.
- g. If your use of the Websites results in the need for servicing or replacing equipment or data, we and our directors, employees and other Vail Resorts Parties are not responsible for those costs.
- h. You agree to use and access the electronic payment facility on the Websites strictly in accordance with the requirements and procedures set out on the Websites from time to time and any applicable laws. You are responsible for entering the correct account/card number and other details required by the electronic payment facility on the Websites, and for maintaining the security of your computer software and hardware. We may amend any such requirements or procedures on the Websites at any time.
- i. To the fullest extent permitted by law, we and our directors, employees and other Vail Resorts Parties shall not be liable for any loss or damage whatsoever (including, without limitation, direct, indirect, incidental, special and/or consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with any use or access of, or any inability to use or access, the Websites or any services including but not limited to the payment facility.

## 7. Bookings and purchases

- a. Your submission of a request to purchase goods or services via the Website constitutes an offer subject to acceptance by us.
- b. Where the debit or credit card used to make the purchase and valid photo ID is not presented to us at the time of redemption of the purchase upon request, we may cancel the purchase at our complete and absolute discretion. As soon as you become aware that the debit or credit card used to make the purchase may not be able to be presented at the time of redemption of the purchase (for instance because it has been lost, stolen, replaced or has expired), you must promptly contact us to make alternative arrangements. You agree that you will make only legitimate bookings in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent bookings, or any booking in anticipation of demand.

## 8. Risk Warning

Where you seek to or do book or buy a Pass via one of our Websites or elsewhere (whether as part of a package or otherwise), then you acknowledge the following risk warning and agree to the following terms:

- a. **You acknowledge that recreational activities are dangerous and personal injury and sometimes death can occur, and you engage in any recreational activity at your own risk,**
- b. You acknowledge the risk warning set out in bold above and that the warning constitutes a risk warning pursuant to the *Civil Liability Act 2002* (NSW),
- c. You agree that you will observe the Alpine Responsibility Code (a copy of which appears on the Snowsafe website at [www.snowsafesafe.org.au](http://www.snowsafesafe.org.au)) and that you will conduct yourself in a safe and controlled manner at all times. Failure to do so may result in us deactivating the ski lift and Skitube access components of your Pass, and
- d. You must read all signs and follow all directions given by us, our employees or agents.

## 9. Limitation of Liability

- a. To the maximum extent permitted by law, subject to clause 5b, we exclude liability to you (including liability arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the recreational activities) for:
  - i. death,

- ii. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual),
- iii. the contraction, aggravation, acceleration or recurrence of a disease, and
- iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
  - (A) that is or may be harmful or disadvantageous to the individual or a community, or
  - (B) that may result in harm or disadvantage to the individual or a community,

except with respect to significant personal injury caused by our reckless conduct in supplying recreational services. "Recreational services" is defined as recreational activities that constitute 'recreational services' under the *Competition and Consumer Act 2010* (Cth) and/or the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

If you sign the Release of Liability, you will be agreeing that your rights to sue the Vail Resorts Parties under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) are excluded, restricted or modified in the way set out in these Terms and Conditions, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean we are required to ensure the recreational services we supply to you:

- i. are rendered with due care and skill, and
- ii. are reasonably fit for any purpose which you, either expressly or by implication, make known to us, and
- iii. might reasonably be expected to achieve any result you have made known to us.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the exclusion of these statutory guarantees is brought to your attention by this clause.

**NOTE:** The change to your rights, as set out herein, does not apply if your death or injury is due to gross negligence on our part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

- b. To the fullest extent permitted by law, subject to clause 5 "No Exclusion or Limitation of Statutory Consumer Rights" and clause 9(a) above, we make no warranties in relation to the services to be provided, and all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.
- c. **Release.** Except to the extent that the law provides that liability cannot be excluded (including as set out in clause 5 "No Exclusion or Limitation of Statutory Consumer Rights" and clause 9(a) above) and except as otherwise required by law, you are hereby voluntarily and knowingly agreeing, to the maximum extent permitted by applicable law, to waive, release, and forfeit any and all claims and actions you have or may have against any of the Vail Resorts Parties and any associated losses, damages and expenses (including legal fees) that relate to, arise out of, or may arise out of your inability to use or any reduction in your ability to use your Pass.
- d. Except to the extent that the law provides that liability cannot be excluded (including as set out in clause 5 "No Exclusion or Limitation of Statutory Consumer Rights" and clause 9(a) above), you understand and agree that, to the maximum extent permitted under applicable law, the Vail Resorts Parties are not liable to you for any loss, damage, death, personal injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property (even if such parties were advised of, knew of, or should have known of the possibility of such damages) and whether arising from contractual default, negligence, misconduct or otherwise by us, our employees, directors or our agents, as a result of your use of or inability to use your Pass or otherwise in connection with the services provided to you by the Vail Resorts Parties. Where our liability cannot be excluded, we limit our liability to the maximum extent that we are permitted by law to do so.
- e. If you choose to use the benefits associated with your Pass, you agree that the acknowledgment and assumption of risk described above applies to all activities at the Resorts, including Hakuba Valley and Rusutsu. In addition, subject to clause 5 "No Exclusion or Limitation of Statutory Consumer Rights" and clause 9(a) above, you release from liability and agree not to sue us or any of the Vail Resorts Parties for any

property damage, injury or loss, which arise out of your use of the Pass benefits, including those claims based on alleged or actual negligence, breach of any contract and/or express or implied warranty. You agree to follow the rules of each Resort related to access and safe skiing and riding and understand that failure to adhere to such rules may result in the loss of your Pass benefits.

- f. **Liability Exclusions and Limitations.** Some jurisdictions do not allow the limitation or exclusion of liability, including for incidental or consequential loss or damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, limit or exclude our liabilities, the extent of liability of the Vail Resorts Parties will be the minimum permitted under such applicable law.

## 10. Acknowledgement that you agree with and will abide by the following terms and conditions

You acknowledge that you agree with and will abide by the following terms and conditions:

- a. The Pass (and your rights under it) are non-transferable and for the personal use of the Pass Holder only. All Mountain Access Cards remain our property and must not be resold, transferred or altered in any way. The Pass Holder is responsible for promptly reporting if their Mountain Access Card is lost, stolen or damaged by emailing [info@epicaustraliapass.com.au](mailto:info@epicaustraliapass.com.au). In these circumstances or if you forget to bring your Mountain Access Card, you may purchase a replacement card either online or at a ticket office, upon presentation of valid Photo ID and the payment of a \$6 administration fee. You acknowledge and accept that you are liable for any use of your Mountain Access Card that occurs while it is not in your possession, unless you have already reported it lost/stolen. Use of your Mountain Access Card or Pass by another party may result in the Mountain Access Card being confiscated and not re-issued and/or benefits under your Pass being revoked (under clause 10(c) of these Terms and Conditions). Fraud is a criminal offence and may invoke police action.
- b. By paying either your initial payment or your payment in full for your Pass, you understand and acknowledge that you are committing to buy the Pass for the 2025 Australian Season and, for the Epic Australia Pass and the Epic Australia Adaptive Pass only, the 2025-2026 Northern Hemisphere season. You understand and acknowledge that when purchasing the Pass with an initial payment, you represent that the debit or credit card you provide will be authorised for payment of the remaining balance of your purchase on or about 28 April 2025 or a later date as communicated by us. If you fail to timely pay the remaining balance when it is due prior to the commencement of the 2025 Australian Season, you forfeit your initial payment and any right to the Pass. You will not be entitled to cancel or obtain a refund of your Pass after the initial part payment or full payment or receive a refund of the Pass fees (or any part thereof) unless: 1) we have failed to comply with the consumer guarantees under the Australian Consumer Law or are otherwise required by law to provide a refund; or 2) you are eligible under the Epic Coverage - Australia Terms (see below). Your Pass (and any payment made for the Pass) cannot otherwise be cancelled or refunded. Your Pass (and any payment made for the Pass) cannot be transferred or used by any other person, or payment deferred to a future season.**
- c. We may confiscate and not re-issue your Mountain Access Card and/or revoke any or all of your Pass benefits if, in our sole judgment:
- i. You act in a threatening, abusive, violent, harassing or aggressive manner towards any person, including our employees, staff or other Resort guests,
  - ii. You interfere with our employees or staff carrying out their duties,
  - iii. You damage our property or the property of our employees, staff or other Resort guests,
  - iv. You fail to observe the Alpine Responsibility Code or equivalent industry codes,
  - v. You act in a manner that could endanger the health or safety of any person, including our employees, staff or other Resort guests,
  - vi. You fail to follow reasonable directions in relation to the health and safety of our employees, staff or other Resort guests, including in relation to medical requirements,
  - vii. You fail to follow any Resort policies which are in our legitimate interests,
  - viii. Your Pass is used by another person,
  - ix. You violate the law whilst in any Resort or any other recreational, commercial, lodging, or other facility owned or operated by us, or in respect of the purchase or use of your Pass,
  - x. You provide ski or snowboard lessons or similar services in any Resort for compensation or otherwise in violation of these Terms and Conditions,
  - xi. You engage in fraud or misconduct or create a nuisance whilst in any Resort or in respect of the purchase or use of your Pass,
  - xii. You fail to abide by the "Fair Use" policy outlined in these Terms and Conditions,

- xiii. You fail to provide information or documentation when reasonably requested by us, eg photographic identification, credit or debit card information, or vaccination or medical status,
- xiv. You do not sign or e-sign the Release of Liability prior to purchasing your Pass,
- xv. We have not received full payment for your Pass,
- xvi. Your Mountain Access Card has been reported lost or stolen; has been acquired unlawfully; or is counterfeit or otherwise invalid, or
- xvii. Confiscating your Mountain Access Card or revoking any or all of your Pass benefits is required by law or a regulatory authority.

We may decide in our discretion to re-issue your Mountain Access Card and/or reinstate any or all of your Pass benefits, and may charge a reasonable fee in respect of the re-issue and/or reinstatement.

- d. Your Pass is valid for specified use only during the period for which it is advertised and not in any other period. The Epic Australia 4-Day Pass is only valid for a total of four (4) days (being a calendar day, not a 24 hour period) during the 2025 Australian season at Perisher, Mt Hotham and/or Falls Creek.
- e. You may only purchase a Pass for a person which they are eligible to hold with respect to their age (as at 7 June 2025) and photographic proof of age (eg birth certificate, passport, Keypass ID, drivers licence) is required for infants, children and seniors.
- f. Guests who purchase the Epic Australia Adaptive Pass will be subject to eligibility requirements outlined on the Websites.
- g. Where you buy or reload a Pass online, you must upload a portrait photo of the Pass Holder's head and shoulders, from which they are able to be identified, with their face clearly visible and unobstructed by goggles or buffs, before 7 June 2025.
- h. You may not change the Pass Holder's name in respect of their Pass after the date of purchase, unless you provide proof that the Pass Holder has legally changed their name (eg a change of name certificate or marriage certificate).
- i. Your Pass and any upgrades to the Pass must be paid for in full before any lift or Skitube access will be provided.
- j. Pass Holders are required to sign/e-sign a release of liability. Where a Pass Holder is 17 years of age or younger, the Pass Holder's parent or guardian is required to sign/e-sign a waiver and release of liability on their behalf.
- k. You must provide a valid email address and mobile telephone number for the express purpose of receiving communications regarding the Pass purchase (including payment of any remaining balance under our split payment option) and you acknowledge that these are the only ways by which we will communicate with you. You may miss important information and updates related to your purchase if you unsubscribe from our communication.
- l. Lifts and other Resort facilities (and related products and services) may be closed or operate in a reduced capacity from time-to-time for weather, health, safety or other operational reasons, as a result of lack of reasonable demand, or as a result of government directions or guidance, as reasonably directed or determined by us.
- m. The Pass does not entitle you to use the facilities at any of the Resorts for any commercial purpose except with our prior written consent and does not entitle you to provide or receive ski or snowboard instruction except where provided by us, our employees or other Vail Resort Parties.
- n. All valid Passes include use of Skitube between Perisher Valley and Blue Cow, subject to any capacity restrictions and/or reduction in operations due to weather, health, safety or other operational reasons, as a result of lack of reasonable demand, or as a result of government directions or guidance, as reasonably directed or determined by us.
- o. By using the Pass, you grant us the right of publicity to own and use any image collected of the Pass Holder while participating in recreational activities.

**These conditions, together with the Risk Warning displayed below, form part of the conditions of entry and use of our facilities, equipment and services and that of our Partner Resorts at which the Pass is valid for use.**

**RISK WARNING**

**Recreational activities including, but not limited to, skiing, snowboarding, using lifts, snowtubing, tobogganing, and snow play involve significant risks which may result in physical harm, including personal injury, permanent disability or even death.**

**Such risks and harm may result from your actions and/or omissions or those of others. These risks include but are not limited to: collisions with another person, objects, surfaces or terrain; loss of control and/or direction and/or falling at any time, including while participating in alpine activities or while using lifts; and unexpected changes in weather and snow conditions.**

**We may confiscate your Mountain Access Card and/or revoke any or all of your Pass benefits in certain circumstances, which will result in you forfeiting the lift and/or Skitube access component of your Pass and losing any associated privileges.**

**Skiers/snowboarders must observe the Alpine Responsibility Code and ski, snowboard and ride in a safe manner at all times. Failure to do so may result in a forfeiture of skiing/snowboarding privileges.**

**11. Privacy and Electronic Communications**

- a. We collect the personal information requested on the Websites to enable the efficient provision of your Pass, and any other goods and/or services that you have requested, to complete the administrative and payment functions associated with those transactions, to process any claims under the Epic Coverage - Australia Terms, for possible contact tracing purposes in connection with government directions associated with the COVID-19 pandemic and for related purposes as set out in our Privacy Policy. If you do not provide your personal information, we may not be able to provide you with a Pass, or other goods and/or services that you have requested. It is possible to gain access to your personal information held by us. Our Privacy Policy sets out our policies on the management of personal information. To obtain a copy, please write to The Privacy Officer, Perisher Blue Pty Limited, PO Box 42, Perisher Valley, NSW 2624, send an e-mail to [privacy@perisher.com.au](mailto:privacy@perisher.com.au) or visit the Epic Australia Pass website.
- b. When you use our Websites or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We may communicate with you by email or posting notices on the applicable website. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, you must have a computer or other Internet-enabled device. In order to retain copies of any such communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. If you wish to withdraw your consent for us to communicate with you electronically, you may not use our Websites.

**12. General**

- a. These Terms and Conditions (including the EPIC Coverage - Australia Terms), including information on the Epic Australia Pass website specifically incorporated under these Terms and Conditions, and your signed Release of Liability comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
- b. If any provision of these Terms and Conditions (including the EPIC Coverage - Australia Terms) is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to our intentions as reflected in the provision, and that the other provisions of these Terms and Conditions (including the EPIC Coverage - Australia Terms) remain in full force and effect.
- c. These Terms and Conditions and the relationship between us are governed by the laws of New South Wales, Australia. All lawsuits arising out of or relating to these Terms and Conditions (including the EPIC Coverage - Australia Terms) must be brought in the Federal or State courts located in New South Wales, Australia. We and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose and waive any objection to such courts on any basis, including without limitation improper venue or inconvenience of the forum.



### 13. Definitions

The following definitions apply to these Terms and Conditions:

"Australian Core Season" is defined in the EPIC Coverage - Australia Terms at Section A: Overview, clause 2 Elections.

"Core Season" is defined in the EPIC Coverage - Australia Terms at Section A: Overview, clause 2 Elections.

"Domestic Partner" means your spouse or domestic partner who lives in the same Permanent Residence.

"Epic Australia Pass website" means the website at [epicaustraliapass.com.au](http://epicaustraliapass.com.au).

"Fair Use Policy" means the Fair Use Policy set out at clause 4(e) of these Terms and Conditions.

"Family Member" means your child (including adopted child), Domestic Partner, brother, sister, father, mother, stepchild, step-brother, step-sister, step-parents, legal guardian, foster child, ward or legal ward.

"Mountain Access Card" means an RFID card that we issue to you.

"Natural Disaster" means the occurrence of a flood, hurricane, cyclone or East Coast low, tornado, earthquake, fire, bushfire or volcanic eruption.

"Northern Hemisphere Core Season" is defined in the EPIC Coverage - Australia Terms at Section A: Overview, clause 2 Elections.

"Partner Resorts" means the ski areas identified as "Partner Resorts" on the Epic Australia Pass website.

"Pass" means the Epic Australia Pass, the Epic Australia Adaptive Pass, the Epic Australia 4-Day Pass and the Skitube Add-On, as applicable.

"Pass Holder" is defined in the "Overview" at the beginning of these Terms and Conditions.

"Permanent Residence" means your fixed, permanent and principal home for legal and tax purposes.

"Personal Refund Event" is defined in the EPIC Coverage - Australia Terms at Section B: Personal Refund Events, clause 1 Personal Refund Events.

"Physician" means a licensed medical provider practicing in the fields of medical, surgical, dental, or psychiatric services who is acting within the scope of their license and who is not you, your traveling companion, a Family Member, a person related to you or your business partner.

"Purchase Price" means the amount you paid for your Pass, net of any discounts, promotions, or credits.

"Qualifying Event" is defined in the EPIC Coverage - Australia Terms at Section A: Overview, clause 6 General Limitations on Eligibility under this policy.

"Registration Requirements" means the registration requirements set out at clause 4(d) of these Terms and Conditions.

"Release of Liability" means the release of liability that we require you to sign or e-sign prior to purchasing a Pass.

"Reservation System" means an online system in which Pass Holders are required to reserve dates to ski or ride at a Resort, and which is in effect for the entire Australian Core Season and for all Australian Resorts (Perisher, Mt Hotham and Falls Creek).

"Resorts" means:

- the Perisher, Mt Hotham and Falls Creek ski areas,
- other ski areas owned and operated by us, as identified on the Epic Australia Pass website, and
- the Partner Resorts.

"Resort Closure Event" is defined in the EPIC Coverage - Australia Terms at Section C: Resort Closure Events, clause 1 Resort Closures.

"Skitube Add On" means the Epic Australia Pass Skitube add on, the Epic Australia Adaptive Pass Skitube add on, and the Epic Australia 4-Day Pass Skitube add on, as applicable.

"Skitube Purchase Price" is defined in the EPIC Coverage - Australia Terms at Section B: Personal Refund Events, clause 4 Refund Amounts for Personal Refund Events.

"Vail Resorts Parties" means Vail Resorts, Inc. and each of its subsidiaries, affiliates, related entities, and their respective officers, directors, employees, contractors, representatives and agents, together with each Partner Resort and their operators, subsidiaries, affiliates and related entities and each of their respective officers, directors, employees, contractors, representatives and agents.

"we", "us" and "our" are defined in the "Overview" at the beginning of these Terms and Conditions.

"Websites" means the following websites:

- the Epic Australia Pass website at [epicaustraliapass.com.au](http://epicaustraliapass.com.au),
- the Perisher shop website at [shop.perisher.com.au](http://shop.perisher.com.au),
- the Falls Creek shop website at [shop.skifalls.com.au](http://shop.skifalls.com.au), and
- the Mt Hotham shop website at [shop.hotham.com.au](http://shop.hotham.com.au).

"you" and "your" are defined in the "Overview" at the beginning of these Terms and Conditions.

## EPIC COVERAGE - AUSTRALIA TERMS

### Refund Policy

Please read these terms and conditions applying to the EPIC Coverage - Australia refund policy carefully.

As set out in the Epic Australia Pass Products Terms and Conditions, the Australian Consumer Law provides consumers with a number of rights and remedies (including without limitation consumer guarantee rights that cannot be excluded, restricted or modified by agreement). These EPIC Coverage - Australia Terms are subject to and will not apply to the extent that they exclude, restrict or modify, any rights or remedies under the consumer guarantees regime.

**Any rights and remedies given to consumers under these EPIC Coverage - Australia Terms are in addition to (and do not replace or change) the rights and remedies provided under the Australian Consumer Law, or where we are otherwise required by law to provide a refund.**

## Section A: Overview

### 1. Overview

The EPIC Coverage - Australia Terms apply to the following products:

- EPIC Australia Pass
- EPIC Australia 4-Day Pass
- EPIC Australia Adaptive Pass
- Skitube Add-On.

The EPIC Coverage - Australia Terms will provide you with a partial or full refund for your Pass purchase in certain circumstances, including in the event of certain resort closures caused by the COVID-19 pandemic. They also may provide you with a partial or full refund for your Pass in certain circumstances specific to you, like if you are subject to a mandatory stay-at-home order or suffer a qualifying injury that prevents you from skiing or riding. Your eligibility for a refund under the EPIC Coverage - Australia Terms, and the amount of any refund you may receive, is subject to the terms and conditions described below.

You will be asked to select preferences (referred to here as **elections**), which are used to determine your eligibility for a refund of your Pass purchase under the policy and how we calculate the amount of your refund. If you do not make an election, your default elections for coverage under this policy will automatically be "All Australian Resorts" and "Core Season Visit". Unless you claim a refund under the policy, your elections do not change the access to any Resorts that is granted to you by your Pass or the days on which you may use your Pass.

**For the avoidance of doubt, nothing in these EPIC Coverage - Australia Terms is a commitment by us to keep any Resort, or any facilities or amenities at any Resort, open for any particular period of time, and we reserve the right to close any of its Resorts or amenities in our sole and absolute discretion.**

### 2. Elections

You will be asked to make two elections that will impact your eligibility for a refund of your Pass purchase under the EPIC Coverage - Australia Terms and the amount of any refund you may receive under the policy. Instructions on how to make your elections and how these impact eligibility for a refund under this policy are set out in this Section A.2 and in Section C.

- Primary Resort vs. All Resorts.** You can elect either a "Primary Resort" or the "All Resorts" selection. Your choice will determine which Resort or Resorts must be closed to trigger qualifying resort closure coverage under this policy, and the applicable Core Season in which you are unable to use your Pass if a qualifying Personal Refund Event occurs. However, unless you claim a refund under the policy, your choice does not change your access to any Resorts.

**"Primary Resort" election:** You can choose Perisher, Mt Hotham or Falls Creek as your Primary Resort for the purposes of coverage under this policy. When selecting a Primary Resort, you may not select a Primary Resort that is the subject of a Resort Closure Event (defined in Section C below) at the time of your election, and you may only select Perisher, Hotham or Falls Creek, not any other Resort owned and operated by us or a Partner Resort. If you elect to specify a Primary Resort, you may be eligible for a refund if we close the Primary Resort you selected during the applicable Core Season (see below for what Core Season means).

**“All Resorts” election:** Alternatively, you can choose an “All Resorts” option, which gives you the option to choose to have coverage for Perisher, Mt Hotham and Falls Creek and the Northern Hemisphere Resorts owned and operated by Vail Resorts that your Pass has access to. If you elect an All Resorts option, you may be eligible for a refund if multiple Resorts available on your Pass are simultaneously closed during the applicable Core Season, as set out in greater detail below. The All Resorts options are as follows:

- i. **“All Australian Resorts”** - for all Pass types, you can choose “All Australian Resorts” covering Perisher, Mt Hotham and Falls Creek Resorts.
  - ii. **“All Resorts”** - if you have an Epic Australia Pass or an Epic Adaptive Pass, you can choose “All Resorts” covering the specific Vail Resorts owned and operated resorts in Australia and the Northern Hemisphere that your Pass has access to.
- b. **Specific Week vs. Core Season Visit.** You must elect either a “Specific Week” or “Core Season Visit”. Your choice will be used to determine when the Resort or Resorts must be closed to trigger qualifying resort closure coverage under this policy but does not affect the days on which you may use your Pass.

**“Specific Week” election:** A “Specific Week” is a seven-day consecutive period during the 2025 Australian season or, only if you have an Epic Australia Pass or Epic Australia Adaptive Pass, the 2025-2026 Northern Hemisphere season. If you elect to specify a Specific Week, you may be eligible for a refund in certain circumstances in which you are unable to use your Pass during the Specific Week you selected.

**“Core Season Visit” election:** If you make a Core Season Visit election, you may be eligible for a refund in certain circumstances in which you are unable to use your Pass during the applicable Core Season.

For the purposes of this policy, **“Core Season”** is the time period used to define the period or percentage of the applicable season impacted by the qualifying resort closure(s) when determining refunds under this policy for Resort Closure Event(s). A qualifying Resort Closure Event must occur during the applicable Core Season. Core Season is also relevant under this policy in the event you are unable to use your Pass during the applicable Core Season because of a Personal Refund Event. The date ranges of the applicable **“Core Season”** for the purposes of this policy are as follows:

- i. Where you choose Perisher, Falls Creek or Mt Hotham as your Primary Resort: 28 June 2025 through to 14 September 2025 (the **“Australian Core Season”**).
- ii. Where you choose All Australian Resorts: the Australian Core Season.
- iii. Where you choose All Resorts: the Australian Core Season and 6 December 2025 through to 16 April 2026 (the **“Northern Hemisphere Core Season”**).

The definition of Core Season for the purposes of this policy does not affect the days on which you may use your Pass. Some Resorts may open earlier, and some may close later than the applicable “Core Season” as defined in this policy.

### Important considerations

Here are some points you may want to consider when you make your elections:

- If you plan to use your Pass primarily during a specific one-week period in an applicable Core Season, you may want to select that as your Specific Week, so that you may be eligible to receive a refund for Resort Closure Events under this policy (as determined per the eligibility requirements below) based on the portion of your chosen Specific Week for which you are unable to use your Pass due to the event. If you choose a Specific Week, that election is used only for the purposes of calculating your entitlement under EPIC Coverage – Australia Terms, it does not change the access to any Resorts that is granted to you by your Pass.
- If you plan to use your Pass regularly throughout the applicable Core Season, you may want to select Core Season Visit so that you may be eligible to receive a refund for Resort Closure Events under this policy (as determined per the eligibility requirements below) based on the total portion of the applicable Core Season during which you are unable to use your Pass due to the event.

These elections only impact your eligibility for a refund under this policy and the amount of any refund you may receive under this policy, and do not affect the access granted by your Pass. Because your Pass allows you to ski and ride throughout the 2025 Australian season and, for the Epic Australia Pass and the Epic Australia Adaptive Pass only, the 2025-2026 Northern Hemisphere season, you can elect a “Specific Week” for the purposes of this policy and still use your Pass on days outside of that Specific Week. Similarly, because your Pass allows you to ski

and ride at multiple Resorts, you can elect a "Primary Resort" for the purposes of this policy and still use the Pass at all other Resorts to which your Pass gives you access.

### 3. Making and Changing Your Elections

You may make the elections described in Section A.2 after the conclusion of the 2024 Australian season, through the "My Account" section online on the relevant Website. If you do not make an election, your default elections for coverage under this policy will automatically be "All Australian Resorts" and "Core Season Visit". Before you decide not to make an election, you should consider whether the default elections of "All Australian Resorts" and "Core Season" suit your needs and circumstances, or whether you should make other elections. You will still have cover under Epic Coverage - Australia Terms if you leave the default preferences, but the nature and extent of coverage and resulting refund might not be best suited to your needs and circumstances. You may update or change your election at any time before the earlier of (i) the first time you use your Pass, and (ii) when sales of the 2025 Epic Australia Pass end.

### 4. Partner Resorts

The use of your Pass at a Partner Resort will count towards the number of days you have used your Pass for the purposes of determining the amount of any refund to which you may be eligible under this policy. Only closures of resorts owned and operated by Vail Resorts are covered by this policy. The EPIC Coverage - Australia Terms does not provide refunds for any Partner Resort closures.

### 5. Refund Eligibility

Your eligibility for a refund under EPIC Coverage - Australia Terms will vary based on whether you are seeking a refund because of a qualifying event personal to you (eg a qualifying injury) or a qualifying event that has resulted in the closure of one or more of our Resorts. The sections below are split accordingly: Section B addresses refund requests based on qualifying **Personal Refund Events** and Section C addresses refund requests based on qualifying **Resort Closure Events**. Section D sets out the process for requesting a refund.

### 6. General Limitations on Eligibility under this policy

Subject to any available rights and remedies provided under the Australian Consumer Law, or where we are otherwise required by law to grant a refund, your Epic Australia Pass is **non-refundable** unless it qualifies for a full or partial refund under these EPIC Coverage - Australia Terms because of a Resort Closure Event, or a Personal Refund Event (each as defined below, together the "**Qualifying Events**"). You will not be eligible for a refund for any other reason, including but not limited to the following:

- a. **Weather, Wind and Snow.** You will not be eligible for a refund based on any inability to use your Pass due to weather-related events, including snow levels or excessive wind.
- b. **Transportation Issues.** You will not be eligible for a refund based on any inability to use your Pass due to any road closures, traffic issues, parking constraints at or near a Resort, flight cancellations or delays, or other transportation issues.
- c. **Vaccine Requirements.** You will not be eligible for a refund based on any inability to use your Pass due to any Federal, provincial, state, territory or local vaccine requirement, or any vaccine passport or other proof or attestation of vaccination required by any governmental or private entity.
- d. **Psychological Conditions.** Except as set forth in Section B, you will not be eligible for a refund based on any inability to use your Pass due to any mental health, nervous, or psychological conditions.
- e. **Reservations.** Except as set forth in Section E, you will not be eligible for a refund in the event that reservations are required to ski or ride at a Resort.
- f. **Guest Experience.** You will not be eligible for a refund based on your guest experience at any Resorts, facilities, or amenities, including with respect to parking-related matters (such as parking constraints, reservation requirements, or fees), lift closures, the inability to use or access any terrain, or the inability to use or access any Resorts, facilities, or amenities (except for qualifying Resort Closure Events).
- g. **False or Inaccurate Information.** You will not be eligible for a refund based on any inability to use a Pass which was purchased using false or inaccurate information.
- h. **Criminal Acts.** You will not be eligible for a refund based on an inability to use your Pass due to any criminal acts you commit, are arrested for, or are charged with, including where you are remanded or jailed.
- i. **Pass Revocation.** You will not be eligible for a refund based on any inability to use your Pass due to your Mountain Access Card or Pass being revoked, confiscated, cancelled, and/or deactivated under the 2025 Epic Australia Pass Products Terms and Conditions or by a regulatory authority.

## Section B: Personal Refund Events

### 1. Personal Refund Events

You may be eligible for a full or partial refund of your Pass purchase under this policy in the event you are unable to use your Pass during the applicable Core Season because of a Personal Refund Event. This applies regardless of whether you have elected "Specific Week" or "Core Season Visit". Coverage for qualifying Personal Refund Events applies throughout the applicable Core Season. For example, if you have selected Perisher as your Primary Resort, the applicable Core Season for the purposes of eligibility for a qualifying Personal Refund Events would be the Australian Core Season. If you submit a refund request under this policy based on a Personal Refund Event and you receive a full or partial refund of your Pass purchase, your Mountain Access Card will be deactivated when we process your refund, and you will no longer be able to use your Pass to access any Resorts during the remainder of the 2025 Australian season and 2025-2026 Northern Hemisphere season.

This policy covers the following qualifying "**Personal Refund Events**" (subject to the conditions / eligibility set out in this section B):

- a. **Stay-at Home Order.** You are unable to use your Pass during the applicable Core Season because the municipality, county, state, province, or country in which your Permanent Residence is located is subject to a mandatory governmental "stay-at-home", "lock down" or "shelter-in-place" order lasting thirty (30) or more cumulative days, at least seven (7) days of which are during the Core Season.
- b. **Tourist Visa Rejection.** You are unable to use your Pass during the applicable Core Season because of a tourist visa rejection that prevents your entry into Australia, Canada, or the United States.
- c. **Travel Restrictions.** You are unable to use your Pass during the applicable Core Season because of a government-imposed prohibition on your entry into Australia, Canada, or the United States that affects all similarly situated travellers for thirty (30) or more consecutive days, at least seven (7) days of which are during the Core Season.
- d. **Job Loss.** You are unable to use your Pass during the applicable Core Season because, after you purchase your Pass, you or your Domestic Partner's employment is involuntarily terminated or you or your Domestic Partner is laid off from full-time employment by an employer for which you or your Domestic Partner (as applicable) had been continuously employed for at least one (1) year immediately preceding the termination or lay off. This provision is not applicable to part-time employees, temporary or seasonal employees, independent contractors, gig workers, casual employees, or self-employed persons.
- e. **Employment Stand Down.** You are unable to use your Pass during the Core Season because, after you purchase your Pass, you or your Domestic Partner are involuntarily stood down for a period of six (6) months or longer from ongoing, full-time employment by an employer for which you or your Domestic Partner (as applicable) had been continuously employed for at least one (1) year immediately prior to being stood down. This provision is not applicable to part-time employees, temporary or seasonal employees, independent contractors, gig workers, casual employees, or self-employed persons.
- f. **Work Visa Renewals.** You are unable to use your Pass during the applicable Core Season because you or your Domestic Partner require a work visa to be employed in Australia, Canada, or the United States and your work visa is not renewed after you purchase your Pass. This provision is not applicable to part-time employees, temporary or seasonal employees, independent contractors, casual employees, or self-employed persons.
- g. **Employment Transfer.** You are unable to use your Pass during the applicable Core Season because you or your Domestic Partner have an involuntary, employer-initiated transfer after you purchase your Pass that (i) is within the same organisation for which you or your Domestic Partner (as applicable) have been continuously employed on a full-time basis for at least one (1) year immediately preceding the transfer; and (ii) involves your or your Domestic Partner's relocation from your current Permanent Residence to a residence that is 150 or more kilometres further away from any Vail Resorts owned and operated Resort covered by your Pass. This provision only applies if your Permanent Residence at the time of purchasing your Pass is within 600 kilometres of a Resort for which your Pass provides access. This provision is not applicable to part-time employees, temporary or seasonal employees, independent contractors, gig workers, casual employees, or self-employed persons.
- h. **Military Service.** You are unable to use your Pass during the applicable Core Season because after you purchase your Pass, you or your Domestic Partner are called to military service, your military leave is revoked,

you are deployed, or you are reassigned to a different duty station that is 150 or more kilometres further away from any Resort covered by your Pass than your current assigned duty station.

- i. **Illness or Injury.** You are unable to use your Pass during the applicable Core Season because you or a Family Member who lives in the same Permanent Residence as you suffers an accidental bodily injury, a physical illness, or a physical disease that: (i) is diagnosed by a Physician after you purchase your Pass or (ii) presents significant new or worsening symptoms that are diagnosed by a Physician after you purchase your Pass. To qualify, the injury, illness, or disease must prevent you from using your Pass for thirty (30) or more consecutive days, at least seven (7) days of which are during the Core Season. This provision applies only if you provide acceptable medical evidence from a Physician.
- j. **Illness or Injury to a Family Member.** You are unable to use your Pass during the applicable Core Season because a Family Member who lives in the same Permanent Residence as you suffers from (i) a physical illness or physical disease that is diagnosed by a Physician after you purchase your Pass; or (ii) a physical illness or physical disease that presents significant new or worsening symptoms that are diagnosed by a Physician after you purchase your Pass; or (iii) an accidental bodily injury after you purchase your Pass. To qualify, the illness, disease, or injury must require your continued care for that Family Member for thirty (30) or more consecutive days, at least seven (7) days of which are during the Core Season. This provision applies only if you provide verification of the need to provide consecutive care from a Physician.
- k. **Mental Health Conditions.** You are unable to use your Pass during the applicable Core Season because a Physician has admitted you to in-patient treatment or hospitalisation for at least thirty (30) or more consecutive days, at least seven (7) of which are during the Core Season
- l. **Death.** You are unable to use your Pass during the applicable Core Season because of your own death (in which case the refund will be awarded to another Family Member with the same Permanent Residence) or the death of a Family Member who lives in the same Permanent Residence that occurs after you purchase your Pass. This provision applies only if a copy of the relevant Death Certificate is provided to us.
- m. **Natural Disaster.** You are unable to use your Pass for thirty (30) or more consecutive days during the applicable Core Season because, after the purchase of your Pass, your Permanent Residence is made uninhabitable (eg the building structure is unstable and there is risk of collapse) in whole or in part due to a Natural Disaster.
- n. **Court Attendance/Jury Duty.** You are unable to use your Pass during the applicable Core Season because you are subpoenaed to attend Court or are served with a summons to attend for jury service, and the dates that you are required to attend Court prevent you from using your Pass for thirty (30) days or more during the applicable Core Season.
- o. **Personal Medical Quarantine.** You are unable to use your Pass during the applicable Core Season because you are quarantined for at least thirty (30) or more consecutive days at the direction of a Physician after you purchase your Pass. This provision applies only if you provide verification from the Physician.
- p. **University Transfer.** You are a university student, enrolled on a full time or equivalent basis in an undergraduate or postgraduate degree, and you are unable to use your Pass during the applicable Core Season because, after you purchased your Pass, you (a) transfer to a university located 150 kilometres or more further away from any Resort covered by your Pass than your university at the time you purchased your Pass; (b) are accepted into a foreign study program that will cause you to be out of your country of residence as at the time you purchased your Pass for thirty (30) or more consecutive days during the applicable Core Season; or, (c) graduate and begin work at a job that is 150 or more kilometres further away from any Resort covered by your Pass than your university at the time your purchased your Pass. This provision only applies if your university at the time you purchase your Pass is located within 600 kilometres of a Resort for which your Pass provides access.
- q. **Pregnancy.** You are unable to use your Pass at all during the applicable Core Season because, after you purchase your Pass, you or your Domestic Partner (as applicable) are advised by a Physician that you or your Domestic Partner should not engage in snow sports due to pregnancy. This provision only applies if you provide us with reasonably acceptable medical evidence from a Physician.
- r. **Adoption.** You are unable to use your Pass during the applicable Core Season because you adopt a child after you purchase your Pass.

- s. **Minor Dependent.** You are under the age of eighteen (18) and are unable to use your Pass because a Family Member living in the same Permanent Residence has experienced a qualifying Personal Refund Event.

**2. Proof of Personal Refund Events**

You are required to provide evidence of the Personal Refund Event for which you are seeking a refund under this policy. These documents may include medical evidence from a Physician, formal correspondence (i.e. letter of termination), official government records or correspondence, videos, photos, or any other documents that we deem reasonably necessary to determine your eligibility. If you fail to provide evidence to substantiate a Personal Refund Request to our satisfaction (determined in our discretion, acting reasonably) we reserve the right to deny your refund request under this policy. If you fraudulently conceal or misrepresent a material fact concerning your refund request, you will void all entitlements under this EPIC Coverage - Australia Terms and your entitlement to use your Pass.

**3. Time Limitations for Refund Request for Personal Refund Events**

To be eligible for a refund under this policy based on a Personal Refund Event, you must submit your request for a refund in accordance with the process described in Section D below, within thirty (30) days of when the Personal Refund Event arises. Untimely submissions may be rejected. We will act reasonably to respond to your request in a timely manner.

**4. Refund Amounts for Personal Refund Events**

If you are eligible for a refund of payment for your Pass purchase under this policy because of a Personal Refund Event, the amount of your refund will be calculated based on how many days you have used your Pass and your refund will be a percentage of your Purchase Price. The Purchase Price is the amount you paid for your Pass, net of any discounts, promotions, credits and any add-ons such as the Skitube Add-On. The percentage refund you receive will be based on the number of days that you had used your Pass as of the date when your refund request under this policy is processed, as follows:

a. **Epic Australia Pass and Epic Australia Adaptive Pass**

NUMBER OF DAYS PASS WAS USED	REFUND PERCENTAGE
0 Days	100% of Purchase Price
1 Day	86% of Purchase Price
2 Days	71% of Purchase Price
3 Days	57% of Purchase Price
4 Days	43% of Purchase Price
5 Days	28% of Purchase Price
6 Days	14% of Purchase Price
7 or More Days	0% of Purchase Price

Please note that any days skied or ridden at Vail Resorts’ owned and operated Resorts, as well as any days skied or ridden at our Partner Resorts, will count towards your number of days, regardless of the time period of the season in which you skied or rode.



b. **Epic Australia 4-Day Pass**

$1 \text{ minus } \frac{\text{Number of Days Pass Used}}{\text{Number of Days Available on Pass}}$
--

c. **Skitube Add On**

If you are eligible for a refund of payment of your Pass under this policy because of a Personal Refund Event, and you purchased the Skitube Add-On, the amount of the Skitube Add-On refund will be 100% of the amount you paid for the Skitube Add-On, net of any discounts, promotions and credits (the "**Skitube Purchase Price**") before first use, and 0% of the Skitube Purchase Price after first use. If no refund is payable on the Skitube Add-On, you can request to continue to have Skitube access.

**5. No Access After Refund for Personal Refund Event**

If you receive a full or partial refund under this policy based on a Personal Refund Event, the Pass for which you received the refund will be deactivated and you will no longer be able to use your Pass to access any Resorts for the remainder of the 2025 Australian season and the 2025-2026 Northern Hemisphere season (other than Skitube access in the circumstances noted in the clause above).

Once we have processed your refund request, your Pass may not be reinstated or your refund request withdrawn.

**Section C: Resort Closure Events**

**1. Resort Closures**

A Resort is deemed to be closed under this policy if no lifts are operating at the Resort because of a Resort Closure Event.

**A "Resort Closure Event" does not include closure of a Resort due to lack of snow or for any other reason, except as noted below.**

You may be eligible for a full or partial refund under this policy in the event one or more of our Resorts is closed during the applicable Core Season or Specific Week (based on your coverage preferences) because of any of the following events (each a "**Resort Closure Event**"):

- a. The occurrence of a disease, epidemic, or pandemic, including the ongoing COVID-19 pandemic,
- b. The occurrence of a Natural Disaster,
- c. The occurrence of a terrorist attack, or
- d. The occurrence of a hostile or war-like action.

**2. Eligibility for a Refund Based on Resort Closure Events**

Your eligibility for a refund under this policy because of a Resort Closure Event will depend on the elections (Primary Resort vs All Resorts and Specific Week vs Core Season) that you made for your Pass.

- a. **Primary Resort & Specific Week.** If you elected a Primary Resort and a Specific Week for your Pass, you will be eligible for a refund under this policy as calculated in Section C.4 below if the Primary Resort you selected is closed for three (3) or more days during your Specific Week because of a Resort Closure Event.
- b. **Primary Resort & Core Season Visit.** If you elected a Primary Resort and Core Season Visit for your Pass, you will be eligible for a refund under this policy if the Primary Resort you selected is closed for seven (7) or more consecutive days during the applicable Core Season for that Resort because of a Resort Closure Event.
- c. **All Australian Resorts & Specific Week.** If you elected All Australian Resorts and a Specific Week for your Pass, you will be eligible for a refund under this policy if Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event.

- d. **All Resorts & Specific Week.** If you elected All Resorts and a Specific Week for your Pass, you will be eligible for a refund under this policy if:
- Perisher, Mt Hotham and Falls Creek are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event, or
  - Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event.
- e. **All Australian Resorts & Core Season Visit.** If you elected All Australian Resorts and Core Season Visit for your Pass, you will be eligible for a refund under this policy if Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for seven (7) or more consecutive days during the Australian Core Season due to a Resort Closure Event.
- f. **All Resorts & Core Season Visit.** If you elected All Resorts and Core Season Visit for your Pass, you will be eligible for a refund under this policy if (and depending on the "Refund Window" in which you submit a refund request, see C.3 below):
- Perisher, Mt Hotham and Falls Creek are simultaneously closed for seven (7) or more consecutive days during the Australian Core Season due to a Resort Closure Event, or
  - Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are simultaneously closed for seven (7) or more consecutive days during the Northern Hemisphere Core Season due to a Resort Closure Event.

### 3. Time Limitations on Refund Requests for Resort Closure Events

When a resort closure occurs that may trigger your eligibility for a refund under this policy, Vail Resorts will post a notice of the qualifying resort closures on the Epic Australia Pass website.

If you selected "Specific Week" you must follow the directions on the Epic Australia Pass website and make a refund request within thirty (30) days of the end of the Specific Week during which you were unable to use your Pass. If you do not submit a refund request under this policy during that 30-day period, your selection of "Specific Week" will be automatically changed to "Core Season Visit".

If you receive a full or partial refund under this policy based on a Resort Closure Event, your Pass will be deactivated, and you will no longer be able to use your Pass to access any Resorts for the remainder of the 2025 Australian season and the 2025-2026 Northern Hemisphere season.

If you end the applicable Core Season with "Core Season Visit" selected as your preference, you must make your refund request by a certain time:

- Where you choose All Australian Resorts as your preference, you must submit your refund request between 1 October 2025 and 31 October 2025.
- Where you choose All Resorts as your preference, you have the option to submit your refund request between 1 October 2025 and 31 October 2025 (the "**October Refund Window**"), or between 1 May 2026 and 31 May 2026 (the "**May Refund Window**"). If you submit your refund request during the October Refund Window, your refund will be based on a total core season length of 79 days (being the number of available days in the Australian Core Season), and your Pass will be deactivated for the remainder of the 2025 Australian season and the 2025-2026 Northern Hemisphere season. If you submit your refund request during the May Refund Window, your refund will be based on a total core season length of 210 days (being the total number of available days in the Australian Core Season and Northern Hemisphere Core Season). If there are no qualifying Resort Closure Events during the Australian Core Season, no refund requests can be made during the October Refund Window.

### 4. Amount of Refund Based on Resort Closure Events

If you are eligible for a refund under this policy because of a Resort Closure Event, the amount of your refund will vary based on the elections you made for your Pass. If you are eligible for a refund of payment for your Pass under this policy because of a Resort Closure Event, and you purchased the Skitube Add-On, the amount of the Skitube Add-On refund will be 100% of the Skitube purchase before first use, and 0% of the Skitube purchase price after first use.

- a. **Specific Week.** If you elected a Specific Week, your refund with respect to a qualifying Resort Closure Event under this policy will be a percentage of your Purchase Price. The percentage refund you receive under this

policy will be based on the number of days that you had used your Pass as of the date when your refund request is processed, as follows:

i. **Epic Australia Pass and Epic Australia Adaptive Pass**

NUMBER OF DAYS PASS WAS USED	REFUND PERCENTAGE
0 Days	100% of Purchase Price
1 Day	86% of Purchase Price
2 Days	71% of Purchase Price
3 Days	57% of Purchase Price
4 Days	43% of Purchase Price
5 Days	28% of Purchase Price
6 Days	14% of Purchase Price
7 or More Days	0% of Purchase Price

Please note that any days skied or ridden at Vail Resorts’ owned and operated Resorts, as well as any days skied or ridden at our Partner Resorts, will count towards your number of days, regardless of the time period of the season in which you skied or rode.

ii. **Epic Australia Pass 4-Day Pass**

$$1 \text{ minus } \frac{\text{Number of Days Pass Used}}{\text{Number of Days Available on Pass}}$$

b. **Core Season Visit.**

i. **Epic Australia Pass and Epic Australia Adaptive Pass**

If you elected Core Season Visit, and there is a Resort Closure Event of 7 or more consecutive days during the applicable Core Season date range, your refund with respect to a Resort Closure Event under this policy will be a percentage of your Purchase Price, taking into account the total portion of the available days in the Australian Core Season and / or Northern Hemisphere Core Season as applicable (depending on your coverage preferences) that are lost due to a Resort Closure Event. The percentage refund you receive will be determined by dividing the number of days that any Resort Closure Event(s) transpired by the number of available days in the applicable Core Season. The number of **available days** in the applicable Core Season are as follows:

- Australian Core Season: 79 available days
- Northern Hemisphere Core Season: 131 available days
- Australian Core Season and Northern Hemisphere Core Season: 210 available days

ii. **Epic Australia 4-Day Pass**

If you have an Epic Australia 4-Day Pass and elected or defaulted into Core Season coverage, your refund percentage will be the lesser of: (i) the percentage of days lost in the Core Season due to a Resort Closure Event, and (ii) one minus the number of days you used your Pass divided by the number of days available on your Pass, as reflected in the following formula:

$$1 \text{ minus } \frac{\text{Number of Days Pass Used}}{\text{Number of Days Available on Pass}}$$

**5. No Access After Refund for Resort Closure Event**

If you receive a full or partial refund under this policy based on a Resort Closure Event, your Pass for which you received the refund will be deactivated and you will no longer be able to use your Pass to access any Resorts for the remainder of the 2025 Australian season and the 2025-2026 Northern Hemisphere season.

**If you have Primary Resort / Core Season coverage and your Primary Resort has a Resort Closure Event, you may elect to either: (1) ski or ride exclusively at your Primary Resort for the remainder of the season (if it reopens), and make a claim for a refund at the conclusion of the Core Season; or (2) elect to ski or ride at another Resort(s) accessible to you on your Pass. In the event you elect option 2, above, you will forfeit your Primary Resort/Core Season refund.**

**Section D: How to Make a Refund Request Under this Policy**

**1. Submitting a Refund Request**

You must submit a refund request under this policy via the provided claim form available at [epicaustraliapass.com.au/epic-coverage-claim](http://epicaustraliapass.com.au/epic-coverage-claim)

**2. Information to Include in Your Refund Request**

Your refund request under this policy should include all information requested in the claims form. In the event you are requesting a refund based on a Personal Refund Event, you must also provide a description of the Personal Event and reasonable documentation to verify the occurrence of the Personal Refund Event, including any medical evidence required for the Personal Refund Event that is the basis for your request (eg an injury).

**3. Processing of Refund Requests**

The refund request will be reviewed, validated, and a refund calculation under this policy will be determined at the discretion of the Epic Australia Pass team. Subject to eligibility, a refund will be processed, and confirmation of the refund payment sent to you by email. We will act reasonably to respond to your refund request in a timely manner but do not guarantee that your refund request will be processed within a specified or maximum period of time.

**Section E: Reservation System**

**1. Reservation System**

In the event that we implement a Reservation System, the additional terms and conditions in this Section E will apply as of the date we publicly announce the Reservation System (the "**Reservation System Effective Date**"). You will not be eligible for a refund due to the Reservation System or any other reservation requirements for the Resorts being implemented, except as set forth in this Section E.

**2. Reservation System Refund Process**

If we implement a Reservation System on or before 7 June 2025, and you purchased your Pass before the Reservation System Effective Date, you will have two (2) weeks from the Reservation System Effective Date to request a refund. We will provide a form and instructions for submitting such a refund request on the Epic Australia Pass website. You must submit your refund request through the method provided. Once your refund is issued, your Pass will be deactivated, and you will no longer have access to any Resorts, facilities, amenities or benefits. If you do not submit a refund request in the designated manner within two (2) weeks of the Reservation System Effective Date, you will not be entitled to a refund.

**Section F: Questions**

If you have any questions regarding the EPIC Coverage - Australia Terms or other inquiries, please contact us at [info@epicaustraliapass.com.au](mailto:info@epicaustraliapass.com.au).